

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

TYCO HEALTHCARE GROUP LP

Plaintiff,

v.

MEDICAL PRODUCTS, INC.

Defendant.

Civil Action No. 1:04-CV-11524-DPW

AFFIDAVIT OF DAVID GAFFNEY

I, David Gaffney, being duly sworn, state as follows:

1. I serve in the position of Director, Health Systems, Alternate Site Accounts in the Kendall division of Tyco Healthcare Group LP ("Tyco Healthcare"). I have been employed with the Kendall division of Tyco Healthcare since 1989. Since April 2004, I have been employed at Tyco Healthcare's headquarters in Mansfield, Massachusetts.
2. This affidavit concerns the motion of Medical Products, Inc. ("MPI") to transfer this case to Mississippi, and is not intended to contain a summary of all of the information known to me concerning MPI's contracts with Tyco Healthcare.
3. In 2001, Rob Cotten, a Tyco Healthcare sales representative, told me that MPI was requesting a rebate contract for sales to a customer in Oregon or Washington, which I now understand was CP Medical.

4. I suggested that Mr. Cotten refer the matter to the sales representative responsible for the territory that included Oregon and Washington. Whether a rebate contract would be approved for MPI sales to the customer in that territory would depend on the determination of the sales representative in that territory and approval at Tyco Healthcare's headquarters in Mansfield.

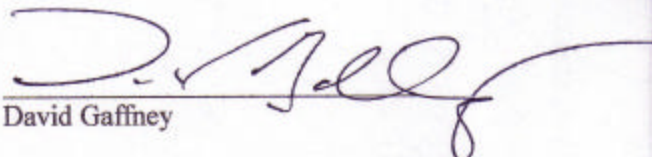
5. I had no involvement in the approval, administration or termination of MPI's CP Medical rebate contract with Tyco Healthcare. I had no involvement in MPI's filing of rebate claims related to CP Medical; the processing of those rebate claims; the issuance of credit memos relating to those rebate claims; or the communications between Tyco Healthcare and MPI concerning the CP Medical rebate claims.

6. I have no knowledge of Mr. McCafferty's suggestion that Mr. Cotten instructed MPI to mischaracterize sales to CP Medical or CP Medical customers (if any) in order to obtain rebates, or to disregard the requirements of the CP Medical rebate contract or other Tyco Healthcare policies. I do not believe that Mr. Cotten would do so.

7. As I am employed in Mansfield, Massachusetts, and reside nearby, the court in Boston is more convenient to me if I am called to testify in this case rather than a court in Mississippi.

Signed under the pains and penalties of perjury.

Dated: 9/13/04


David Gaffney